



CITY OF MADISON
BID AND PROCUREMENT AREA
100 HUGHES ROAD, MADISON, AL 35758
BIDS@MADISONAL.GOV / 256-772-5665
WWW.MADISONAL.GOV

STATE OF ALABAMA §
MADISON COUNTY §
CITY OF MADISON §

ADVERTISEMENT FOR INVITATION TO BID

The project herein advertised shall be known and referenced as **Crushed Stone and Aggregate Base | #2023-001-ITB**, said project consisting of the furnishing of all labor, transportation, materials, and equipment as required by and according to the details and specifications contained in the Invitation to Bid and as generally described as follows:

Provision of crushed stone and aggregate base for the City of Madison for a term of twelve (12) months subject to two (2) renewals of said term, the length of total contract award not to exceed three (3) years.

All work is to be performed per the general and technical specifications contained in the Invitation to Bid packet. No pre-bid conference will be held for this ITB, and no pre-qualification of vendors is required.

Sealed bids for the performance of such work will be received in the **Finance Department** located on the main level of the Madison Municipal Complex, 100 Hughes Road, **until 9:00 am local time on Wednesday, February 8, 2022**. Immediately thereafter, all bids submitted for the project will be opened in Conference Room 130 and evaluated with the intention of awarding a contract to the lowest and most responsible and responsive bidder.

Bids **must be submitted** on the required forms provided by the City of Madison Finance Department and may not be faxed or e-mailed. Bid documents can be obtained from the City of Madison's website at www.madisonal.gov under Open Bids.

----- CITY OF MADISON, ALABAMA, a municipal corporation -----
PAUL FINLEY, MAYOR

[END ADVERTISEMENT FOR BID]

DISPLAYED JANUARY 24, 2023 TO FEBRUARY 8, 2023
ON THE CITY HALL LOBBY BULLETIN BOARD

City of Madison, Alabama
Finance Department—Competitive Purchasing Division
INVITATION TO BID
#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE
(Joint Bid with Madison Utilities)
Issued January 23, 2023

BID PACKET

SECTION A. GENERAL CONDITIONS OF INVITATIONS TO BID.

1. PREPARATION OF BID.

Your submitted Bid must be prepared in accordance with the following standards:

- (1) The City's Bid Forms must be used in submitting your Bid.
- (2) All information required by the Bid Forms must be completely provided and written or typed in clear, legible print in order for the City to consider the Bid. Anywhere a signature is required, such must be made manually and by an authorized agent of Bidder. **NO STAMPED, COPIED, ELECTRONIC OR DIGITAL SIGNATURES WILL BE ACCEPTED.**
- (3) Unit prices shall be shown where required and, where there is an error in extension of price, the unit price shall govern. Where any price is written in words and numbers, in the event of a conflict, words shall govern.
- (4) Bidder shall not include federal taxes or State of Alabama sales, excise, or use taxes in bid prices as the City is exempt from payment of same. An exemption certificate will be signed where applicable and upon request.
- (5) It is Bidder's sole responsibility to thoroughly examine all drawings, specifications, conditions, schedules, instructions and all associated Bid Documents and to make himself familiar with the details thereof before submitting his Bid, and then to adhere strictly thereto in the submission of his Bid.
- (6) Bidder shall make all investigations necessary to fully inform himself of the support systems necessary to ensure his delivery of all items, materials, equipment, and services as required by the conditions and specifications set forth in these Bid Documents. No plea of ignorance by Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on his part to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the City's requirements or the a vendor's compensation.
- (7) Bidder is advised that all City contracts are subject to every applicable legal requirement provided for under local, state, and federal law.

2. DESCRIPTION OF GOODS | SERVICES.

- (a) Any manufacturer's name, trade name, brand name, or catalog number used in specifications are for the purpose of describing and establishing general quality levels. Bids will be considered for any brand which meets the quality of the specifications listed for any items.

- (b) Bidder is required to state exactly the goods and/or services he intends to furnish and the manner in which he will provide the same to the City; otherwise, he will be expected and required to perform as specified in these Bid Documents. City will not—and shall not be expected to—interpret or construe vague or ambiguous language in favor of Bidder.
- (c) Bidder must submit with his Bid Forms all data necessary for the City to properly evaluate and determine the quality of the item(s) and/or the services he is offering to provide. Bidder shall not presume City possesses any prior general or specific knowledge about any specific item(s) or services being offered by Bidder.

3. SUBMISSION OF BID.

- (a) Bid Forms and all supporting and required documents must be delivered to the Finance Department by **9:00 am local time on Wednesday, February 8, 2020**. Immediately thereafter, all timely-submitted Bids will be publicly opened in Conference Room 130 on the main level of the Madison Municipal Complex. No late bids will be accepted.
- (b) Bids must be enclosed in a sealed envelope and delivered by USPS, private carrier, or hand-delivery, addressed as follows:

**C/O Jon Howard
Competitive Purchasing
City of Madison Finance Department
Madison Municipal Complex
100 Hughes Road
Madison, Alabama 35758**

- (c) Bidder's name and address, the Bid Number and Title, the Point of Contact's name and phone number, Bidder's General Contractor's License Number (if applicable), and the Date of Bid Submission must be clearly printed on the outside of the envelope. Must include one original and one copy of the bid.
- (d) **Bids will not be accepted by e-mail or fax.**

4. REJECTION OF BIDS.

- (a) The City may reject a Bid if:
 - (1) Bidder misstates or conceals any material fact in his Bid;
 - (2) The Bid does not strictly conform to the law or the requirements set forth in the Bid Conditions or Bid Specifications; or
 - (3) The Bid is conditional, except that Bidder may qualify his Bid for acceptance by the City on an "all or none" basis or a "low item" basis. An "all or none" basis Bid must include all items upon which Bids are invited.
- (b) Further, the City reserves the right to reject all Bids whenever it is deemed in the best interests of the City to do so and to subsequently issue a new Invitation or to eliminate this procurement project completely. The City may also waive any minor informalities, technicalities, or irregularities in any Bid received.

5. WITHDRAWAL OF BID.

Bids may be withdrawn only until the time set for the Bid Opening and must be done in writing by an authorized representative of the Bidder. E-mail communication is not sufficient to request withdrawal of a

Bid; the written notification must be hand-delivered or delivered in the same manner as the Bid was originally sent.

6. LATE BIDS OR MODIFICATIONS.

Bids may be modified only until the time set for the Bid Opening and must be done in writing by an authorized representative of the Bidder. E-mail communication is not sufficient to submit a Bid modification; it must be hand-delivered or delivered in the same manner as the Bid was originally sent. Any Bid or Bid modification received after the time set for the Bid Opening will not be considered.

7. CLARIFICATIONS OR OBJECTIONS TO BID SPECIFICATIONS.

Any requests from potential Bidders for clarification of Bid Specifications or for additional information related to this project must be submitted through the ProcureWare portal found on the City's website at <http://www.madisonal.gov/> no later than **5:00pm local time on Thursday, February 2, 2023**.

8. PRICING.

- (a) Each individually-priced item or service must be properly identified and unit price clearly shown as requested on the Bidder Pricing Sheet. Bid prices must be net and all freight charges shall be—and will be assumed by the City to be—included in the Bid prices.
- (b) All prices and notations must be printed in ink, typewritten, or computer-generated. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, but each must be initialed in ink by the person authorized to sign the Bid or the correction will not be considered.

9. SAMPLES.

Samples, when required, must be submitted within the time specified at no expense to the City of Madison. If not destroyed or used up during testing, samples will be returned only upon request and only at the Bidder's expense. Each individual sample must be labeled with Bidder's name and the manufacturer's brand name and number.

10. AWARD OF CONTRACT.

- (a) The Bid will be awarded to the lowest responsible Bidder submitting the lowest responsive Bid.
- (b) It is anticipated that the City will make award to only one (1) vendor. However, as the best interests of the City of Madison may require, the City reserves the right to accept and award by individual items; by groups of items; all or none; or a combination thereof, with one or more suppliers.
- (c) If two or more Bids received are for the same total amount or unit price, quality and service being equal, the Bid shall be awarded to a local Bidder in accordance with applicable statutory preferences for the same.
- (d) A written award of acceptance evidenced by the City's issuance of a Purchase Order which is mailed or otherwise furnished to the successful Bidder shall be deemed a binding contract.

11. DELIVERY/RECEIPT OF GOODS OR SERVICES.

Delivery and/or receipt of goods or services shall be scheduled with the Director of Public Works unless

otherwise specified in Section B.

12. QUALITY AND CONDITION OF MATERIALS AND PACKAGING.

All items furnished must be new, clean, and free from defects. All workmanship must be first-run, first-quality production. No defect that may in any way affect the performance, durability, or fitness for a particular purpose of the items furnished will be tolerated. All packaging and shipping containers shall be new and suitable for storage or shipment of the items procured, and the submitted Bid pricing shall include the costs thereof.

13. CLAIMS.

The successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS.

Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this Bid and any resulting contract.

15. PROVISION FOR OTHER DEPARTMENTS.

Unless otherwise stipulated by the Bidder, the Bidder agrees when submitting his Bid to make available to all City departments the Bid prices he submits in accordance with the Bid terms and conditions, should any other department wish to buy under this Bid.

16. INSURANCE.

Bidder must submit with its Bid Packet evidence of sufficient insurability. Upon award, the successful Contractor must file with the City satisfactory evidence of insurance according to the requirements set forth in Section B. Satisfactory evidence of insurance shall include, at a minimum, the insurer's "Certificate of Insurance."

17. SURETY AND INSURER QUALIFICATIONS.

All certificates of insurance and bonds furnished in connection with the Work to be performed under this Contract shall be countersigned by a licensed agent residing and engaged in doing business in the State of Alabama. The surety and insurer shall be licensed and authorized to do business in the State of Alabama. The surety companies on bonds shall be rated A- or better by A. M. BEST and listed on the United States Treasury Department 570 list.

18. CONTRACT ASSIGNMENT AND SUBLETTING.

A successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the City. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the City immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

19. **TERMINATION.**

Either party may terminate the contract resulting from award of this Bid, with or without cause, by providing thirty (30) days written notice to the other party.

SECTION B. SPECIAL CONDITIONS AND BID SPECIFICATIONS.

1. INTENT AND RESOLUTION OF CONFLICT.

The intent of these Special Conditions and of the specifications set forth hereinafter is to further define the procedural and technical requirements for furnishing the City of Madison and Madison Utilities with **Crushed Stone and Aggregate Base** as outlined in the Bid Specifications.

Section A, "General Conditions of Invitations to Bid," and this Section B, "Special Conditions," shall be considered together as the particular specifications of this Bid. In the event of conflict, the provisions of this Section B shall prevail.

2. BIDDER REQUIREMENTS.

Certification: The Bidder must possess current certification, at the time of the bid opening, from the State of Alabama Department of Transportation Bureau of Materials and Tests, and the Bidder's plant(s) for supplying the subject materials must meet the requirements set forth in the current edition of the State of Alabama Department of Transportation Standard Specifications for Highway Construction. This certification is required by Act No. 788, Regular Session of the 1977 Legislature, to be eligible to bid. No bid award will be made to any vendor not legally certified prior to the opening of this bid. Copies of such certifications shall be submitted with the bid response.

3. GOODS AND TRANSPORTATION REQUIREMENTS.

All materials furnished shall conform to the requirements of the State of Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, and supplemental specifications and special provisions in effect at the time of the bid opening.

Prices quoted must be FOB carrier / "free carrier" with no restrictions on the City's choice of carrier.

4. TIME FOR COMPLETION; TIME OF THE ESSENCE.

Upon the City's presentation to Bidder of a purchase order, **vendor shall deliver subject materials within twenty-four (24) hours.** Due to the nature of the projects requiring the provision of the subject materials and the damage and inconvenience to the City and its citizens that would be caused by delay in the provision thereof, **time is of the essence** in the successful Bidder's provision to the City of the subject materials.

5. LIQUIDATED DAMAGES PROVISION.

By submission of its Bid, Bidder acknowledges and accepts that if it fails to produce the subject materials according to the timeline set forth in Section B, 4., Bidder shall be assessed liquidated damages in an amount equal to any lost time incurred by the City as a result of the delay as well as any costs incurred by the

City to obtain a reasonable substitution. Further, Bidder agrees that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

6. INSURANCE & LIABILITY.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000 each employee, each accident and policy limit
Commercial General Liability	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	\$1,000,000 each accident, combined single limit

Table 6

(a) Generally

Contractor shall procure and maintain, at its expense, the minimum insurance coverage limits found in **Table 6** insuring all services, work, activities and contractual obligations undertaken as a result of the award and acceptance of a Contract from this ITB. Contractor shall bear full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the City for any losses incurred in association with this ITB or a resulting Contract. It is Contractor's responsibility to verify satisfaction of these requirements and to obtain pricing to meet them prior to submitting the Bid. All insurance policies presented to City must be with insurers acceptable to the City's insurance carrier and final approval of insurance shall rest solely with said carrier.

(b) Limits & Self-Insured Entities

These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow form basis. A Contractor with a desire to self-insure part or all of insurance requirements outlined above must provide audited financials for the most recent fiscal year for review and acceptance by City. If Contractor is owned by a parent company and the financials are in the name of the parent, the City requires a parental guarantee contract for the obligations accepted by Contractor. City reserves the right to review and revoke self-insure status if Contractor's financial ratings with Standard & Poor and/or Fitch ratings drop below investment grade; there is a material change in the audited financials; or Contractor is acquired or undergoes any other change in the ownership structure.

(c) Holding of Policy Required

The appropriate form providing proof of insurance, or a letter equivalent from the Bidder's insurance carrier, must be submitted with each Contractor's Bid, or, in the alternative, Contractor may provide a copy of its current insurance policy or policies reflecting the coverages required herein.

In any event, Contractor shall not commence work until it has obtained all required insurance and such insurance has been approved and accepted by City. Contractor shall maintain the required insurance during the entire term of the Contract, including any renewals thereof. Failure to comply with this provision may result in termination of the Contract.

(d) Form & Issuance of Policy

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A.M. BEST and signed by an authorized agent, protecting both Contractor and City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover all operations under the Contract, regardless of the property upon which they are carried out. All coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

(e) City and MU as Additional Insureds

City and Madison Utilities must be included as additional insureds on the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, MU, and their individual officers, directors, employees, agents and representatives. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the City or MU.

The general and excess/umbrella liability must extend additional insured provisions and must include the following language on the certificate of insurance:

The City of Madison, Alabama, and its officials, employees, agents and representatives and the Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives are included as additional insureds as respect to the Commercial General Liability & Excess/Umbrella policy. Unless precluded by law, all policies waive the right to recovery or subrogation against the City of Madison, Alabama, and its officials, employees, agents and representatives and Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives.

The certificate holder will be ***City of Madison, Alabama, a municipal corporation, 100 Hughes Road, Madison, Alabama 35758***. The original certificate of insurance must be received by the City prior to any Contract between the parties being considered finally executed and in effect.

(f) Contractor's Responsibility Continues

The obtaining and maintaining by Contractor of the insurance required herein shall not relieve Contractor of any responsibilities, obligations, or duties to the City pursuant to the Contract.

(g) Insurance not to be an Additional Cost

Contractor shall bear the cost of all required insurance and shall include in the Bid a sufficient amount to cover the cost thereof.

(h) Pending Claims, Effect

In the event the insurance program required by City has any pending claims, either at the time the certificate of insurance is produced or to later come to the attention of Contractor, which may limit or exhaust any aggregate limits by more than twenty percent (20%), City shall be notified of the same within ten (10) days of Contractor being made aware. City may require additional insurance or a reinstatement of the limits of liability as necessary to protect the financial interest of the City.

(i) Lapse/Alteration of Coverage, Effect

In the event Contractor cancels, alters, fails to renew, or allows the required insurance program to be modified to a material degree, Contractor must provide immediate written notice to City explaining the circumstances and detailing the effect on City. Failure to maintain the required insurance program may result in cancellation or suspension of the Contract until a replacement certificate of insurance evidencing coverage in compliance with the City's insurance requirements is provided. Contractor may elect to change insurance carriers without prior approval, but any replacement policy(ies) must provide equal coverage and the insurance company must meet the minimum financial rating (A.M. Best's A-) established by City.

(j) Insurance Limits & Sufficiency

Neither the setting of insurance limits/requirements nor the acceptance or approval of the same by City imply or represent that the provided coverage or the insurance carrier is sufficient or that such insurance actually has been obtained in an appropriate manner.

(k) Subcontractors

In the event a Bid involving the use of subcontractors is accepted and approved by the City, all subcontractors will be held to the same standards of performance, responsibility, liability, and insurability as Contractor. Accordingly, a subcontractor would be required to take out and maintain the type and limits of insurance required herein to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor, Contractor shall remain responsible for any liability directly or indirectly arising out of the Work performed, regardless of whether or not the Work is covered by the subcontractor's insurance. Contractor shall not allow any subcontractor to commence work on the Project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of their performance on the Contract.

(l) City's Right to Review Coverage

City shall have the right to inspect and approve Contractor's insurance coverage as it is obtained and at any time during the term(s) contemplated by this ITB. Should the City deem it advisable to modify the coverage in any way beyond the required limits set forth herein, it shall so request of Contractor in writing. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of Contractor hereunder.

(m) Worker's Compensation Insurance

During the term of the Contract and any extensions thereof, Contractor shall take out and maintain Worker's Compensation Insurance as required by Alabama law for all of its employees employed at the sites of the Project. Additionally, Contractor shall require any subcontractor to provide Worker's Compensation Insurance for all of its employees as well, unless such employees are covered by Contractor's policy.

In case any class of employees engaged in any work on this Project is not protected under the Worker's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for employees not otherwise protected.

(n) Comprehensive Automobile and Vehicle Liability Insurance

During the term of the Contract and any extensions thereof, Contractor shall maintain comprehensive automobile and vehicle liability insurance as set forth in Table 6. Such policies shall be endorsed to cover the City and its officers, agents, and employees as additional insureds for any claims arising out of the Work performed under the Contract. This insurance shall be primary and non-contributory as to such endorsed insureds.

(o) Indemnity

To the extent allowed by law, Contractor shall save harmless, indemnify and defend City, its officers, agents and employees from and against any and all claims and losses, costs, expenses or liability (including attorneys' fees and litigation costs) caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not Contractor is or can be named a party to any resulting litigation.

7. TERM OF CONTRACT.

The term of service shall be for a period of one (1) year from the date of City Council approval of the award of this Bid and shall automatically renew on the anniversary thereof at the original Bid prices, specifications, and term for up to two (2) additional one (1) year periods for a **total maximum contract term of three (3) years from the date of award by the City Council**, unless sooner terminated pursuant to the provisions of Section A.

BID SPECIFICATIONS

The City of Madison and Madison Utilities reserve the right to order various quantities on an as-needed basis. The price per ton shall include all costs, including delivery charges. Vendors must submit a total price per ton picked up at the plant or delivered as per the pricing chart in Bid Forms.

	DESCRIPTION OF PRODUCT
1.	Surge Pile
2.	Dense Graded Base
3.	1 1/2" Crushed Stone Base/Crusher Run
4.	Dry Manufactured Sand
5.	1/2" Crushed Stone Base/Crusher Run
	Alabama Highway Department Number
6.	AHD #5
7.	AHD #57
8.	AHD #78
9.	AHD #7/78
10.	AHD #810
11.	AHD #2
12.	AHD #67 – Washed Stone
13.	AHD #89
14.	AHD, Class 1 Rip-rap
15.	AHD, Class 2 Rip-rap

[END OF BID PACKET]

Revised 01/04/2021

**ALABAMA DEPARTMENT OF TRANSPORTATION
TRANSMITTAL FORM
FOR
SOURCE APPROVAL**

SOURCE NAME: # 12108 (1844), Rogers Group (PEB # 4687)

PRODUCER: Rogers Group Inc.

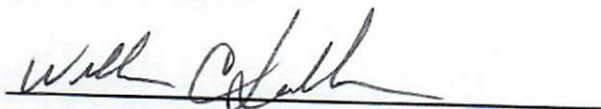
ADDRESS: West Huntsville Quarry
26024 Newby Road
Madison, AL 35756

DATE / REQUEST: 2022 Re-evaluation

MATERIALS AND TEST RECOMMENDATION: Approve

This source of Crushed Limestone does meet the requirements of the Alabama Department of Transportation Specifications for section 801. This material was sampled from a stockpile located at Madison, AL and is a Type I source and is hereby recommended for addition to List I-1.

Additional comments:



William C Quillin
Aggregate Lab Manager

PRODUCT EVALUATION BOARD ACTION:

Date of Product Evaluation Board Meeting:

Circle One: ☒ Approve ☐ Disapprove

This form is to notify the Producer/Manufacturer of APPROVAL OR DISAPPROVAL of the source listed above for inclusion into the Materials, Sources, and Devices with Special Acceptance Requirements (MSDAR) Manual. If approved, the source can be found in MSDAR List I-1 and will remain as an approved source for 12 months. If disapproved, the source will not be added to any MSDAR lists and an accompanying letter will be attached with a detailed explanation of the disapproval.



Earnest L. Colvin, II, P.E.
Product Evaluation Engineer

JUL 11 2022

Date

Revised 01/04/2021

**ALABAMA DEPARTMENT OF TRANSPORTATION
TRANSMITTAL FORM
FOR
SOURCE APPROVAL**

SOURCE NAME: #10269 (1758), Rogers Group (PEB # 2915)

PRODUCER: Rogers Group Inc.

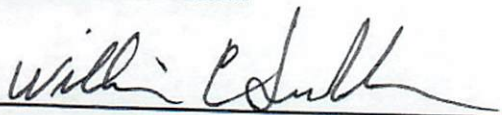
ADDRESS: Lacey's Springs Quarry
149 Parks Chapel Road
Lacey's Spring, AL 35754

DATE / REQUEST: 2022 Re-evaluation

MATERIALS AND TEST RECOMMENDATION: Approve

This source of Crushed Limestone does meet the requirements of the Alabama Department of Transportation Specifications for section 801. This material was sampled from a stockpile located at Lacey's Spring, AL and is a Type I source and is hereby recommended for addition to List I-1.

Additional comments:



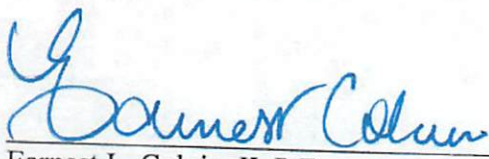
William C Quillin
Aggregate Lab Manager

PRODUCT EVALUATION BOARD ACTION:

Date of Product Evaluation Board Meeting:

Circle One: ☒ Approve ☐ Disapprove

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Earnest L. Colvin, II, P.E.
Product Evaluation Engineer

JUL 11 2022

Date

Revised 01/04/2021

**ALABAMA DEPARTMENT OF TRANSPORTATION
TRANSMITTAL FORM
FOR
SOURCE APPROVAL**

SOURCE NAME: #10275 (1802) Rogers Group Inc. (PEB# 2521)

PRODUCER: South Limestone Quarry

ADDRESS: 520 Three Mile Lane
Tuscumbia, AL 35674

DATE / REQUEST: 2023 Re-evaluation

MATERIALS AND TEST RECOMMENDATION: Approve

This source of Limestone does meet the requirements of the Alabama Department of Transportation Specifications for section 801. This material was sampled from a stockpile located at Tanner, Al. and is a Type I source and is hereby recommended for addition to List I-1.

Additional comments:



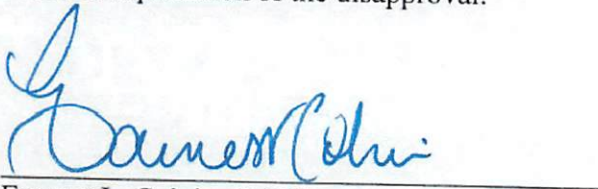
William C Quillin
Aggregate Lab Manager

PRODUCT EVALUATION BOARD ACTION:

Date of Product Evaluation Board Meeting:

Circle One: ☒ Approve ☐ Disapprove

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Ernest L. Colvin, II, P.E.
Product Evaluation Engineer

AUG 01 2022

Date

City of Madison, Alabama
Finance Department—Competitive Purchasing Division
INVITATION TO BID
#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE
Issued January 23, 2023

BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Rogers Group Inc.

Business Address: 2512 Triana Blvd. SW
Huntsville, AL 35895

Business Phone: 256-771-3234 Company's E-mail: nick.scott@rogersgroupinc.com

Authorized Representative: Nick Scott

Title: Sales Manager

Representative Phone: 256-771-3234 (work) _____ (cell)

Representative's Email Address(es): nick.scott@rogersgroupinc.com

B. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s). _____, _____, _____, _____, _____, _____ (Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract and the Bidder further agrees that this Bid includes all impacts resulting from said Addenda.

C. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Because the City is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid on any area or on the entire Project shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the City. Bidder acknowledges City's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption, subject to the review of the City Attorney and the Director of Finance.

D. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder understands and agrees that if the Bid is awarded, the City may elect to award to one vendor, or to any combination of vendors that best serves the interests of the City.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and contained in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities purchased at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.

By my signature below, I swear or affirm that I am an authorized representative of the above-named Bidder; that I have read and am aware of each of the terms, conditions, requirements, and specifications contained in this Bid Packet; and that, on behalf of the Bidder, I acknowledge and accept each provision thereof and submit this Bid in accordance therewith. To the best of my information and belief, the information contained in the Bidder's response is true and correct and the City may rely thereon in its awarding of the Bid.

This Bid submitted in response to the above-cited Invitation to Bid on the 8th day of February, 2023.

By: 
Signature of Bidder's Authorized Representative

Its: Sales Manager
Title of Authorized Representative

Date: 2/6/2023

City of Madison, Alabama
Finance Department—Competitive Purchasing Division
INVITATION TO BID
#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE
Issued January 23, 2023

IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Rogers Group Inc
ADDRESS: 2512 Triana Blvd SW
CITY/STATE/ZIP: Huntsville, AL 35805

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach E-Verify as proof of Bidder's enrollment in E-Verify.

I, Nick Scott, as Sales Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

2/7/2023
Date

Nick Scott
Signature of Authorized Representative



Employment Eligibility Verification



Welcome

Connie Edwards

User ID

CEDW5206

Last Login

05:01 PM - 01/30/2012

Log Out

Click any  for help

Home

My Cases

Now Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company Information

Company Name: Rogers Group, Inc.

[View / Edit](#)

Company ID Number: 362097

Doing Business As (DBA) Name: Rogers Group, Inc.

DUNS Number: 057013287

Physical Location:

Address 1: 421 Great Circle Road

Address 2:

City: Nashville

State: TN

Zip Code: 37228

County: DAVIDSON

Mailing Address:

Address 1: P. O. Box 25250

Address 2:

City: Nashville

State: TN

Zip Code: 37202

Additional Information:

Employer Identification Number: 351418333

Total Number of Employees: 1,000 to 2,499

Parent Organization: Rogers Group, Inc.

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 212 - MINING (EXCEPT OIL AND GAS)

[View / Edit](#)

Total Hiring Sites: 01

[View / Edit](#)

Total Points of Contact: 2

[View / Edit](#)

[View MOU](#)



Company ID Number: 362997

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Rogers Group, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 362997

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 362997

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 362997

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



Company ID Number: 362997

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



Company ID Number: 362997

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(l)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States.



Company ID Number: 362997

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



Company ID Number: 362997

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



Company ID Number: 362997

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



Company ID Number: 362997

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



Company ID Number: 362997

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 362997

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: Rogers Group, Inc.	
Connie Edwards Name (Please Type or Print)	Title
Electronically Signed Signature	10/07/2010 Date
Department of Homeland Security -- Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	10/07/2010 Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Rogers Group, Inc.
Company Facility Address:	421 Great Circle Road
	Nashville, TN 37228
Company Alternate Address:	P.O. Box 26250
	Nashville, TN 37202
County or Parish:	DAVIDSON
Employer Identification Number:	361418333



Company ID Number: 362997

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	89
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 5 site(s)• KENTUCKY 13 site(s)• TENNESSEE 49 site(s)• ARKANSAS 9 site(s)• INDIANA 13 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Zena H Swendiman	Fax Number:	(615) 780 - 5813
Telephone Number:	(615) 780 - 5651		
E-mail Address:	zena.swendiman@rogersgroupinc.com		
Name:	Connie S Edwards	Fax Number:	(615) 564 - 5710
Telephone Number:	(615) 780 - 5710		
E-mail Address:	connie.edwards@rogersgroupinc.com		



Employment Eligibility Verification

Welcome
Connie Edwards

User ID
CEDWS205

Last Login
05:01 PM - 01/30/2012

Log Out



Click any for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

Previous Next

		State	Number of Hiring Sites
Add			
Edit	Delete	ALABAMA	5
Edit	Delete	ARKANSAS	9
Edit	Delete	INDIANA	13
Edit	Delete	KENTUCKY	13
Edit	Delete	MISSISSIPPI	1
Edit	Delete	NORTH CAROLINA	1
Edit	Delete	TENNESSEE	40

Previous Next

Next

Cancel



ROGERS GROUP, INC.

P. O. Box 25250


Nashville, TN 37202

Phone: (615) 242-0585

Darin Matson

President and Chief Executive Officer

TO: All Employees and Potential Employees

FROM: Darin Matson
President and Chief Executive Officer 

DATE: August 31, 2021

SUBJECT: Reaffirmation of Affirmative Action/Equal Opportunity

Rogers Group and its affiliated companies benefit from contracts with federal, state and local government entities. In order to retain our ability to receive government contracts, we must remain in compliance with Executive Order No. 11246 & 13672, Rehabilitation Act of 1973, the Vietnam-Era Veterans' Readjustment Assistance Act of 1974 and Services Employment and Re-employment Rights Act of 1994.

It is the policy of Rogers Group to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, gender identity, sexual orientation or any other protected characteristic defined by law. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Since remaining eligible for government contracts is directly related to our continued success as a company, I encourage each one of you to continue to create a work environment based on merit, experience and other work-related criteria consistent with federal, state and local regulations. I especially encourage our employees in leadership positions to promote an inclusive work environment free from discrimination and harassment.

Marty Tubbs, Director of Human Resources, is the Corporate Equal Employment Officer for Rogers Group, Inc., and is responsible for working to ensure we are taking consistent personnel actions, creating a positive work environment and meeting government regulatory guidelines. In addition, Marty is responsible for working with managers to develop and administer our company-wide Affirmative Action Plan. Anyone having questions, comments or complaints regarding our equal employment and affirmative action policies, should contact Marty directly at 615-780-5673. If you want to report your concerns anonymously, please contact the Alert line at (800) 932-5378. Your concerns will be promptly investigated.

An Equal Opportunity Employer: Minority/Female/Vets/Disability/Gender Identity/Sexual Orientation

www.rogersgroupinc.com

City of Madison, Alabama
Finance Department—Competitive Purchasing Division
INVITATION TO BID
#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE
Issued January 23, 2023

DISCLOSURE STATEMENT

BIDDER NAME: Rogers Group Inc.

ADDRESS: 2512 Triana Blvd

CITY/STATE/ZIP: Huntsville, AL 35805

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?
 Yes X No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

N/A

2. Do you understand and acknowledge that:
- a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds **unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;**
 - b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
 - c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into? Yes X No

I, Nick Scott, as Sales Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

2/7/2023
Date

Nick Scott
Signature of Authorized Representative

City of Madison, Alabama
Finance Department—Competitive Purchasing Division
INVITATION TO BID
#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE
Issued January 23, 2023

STATEMENT OF NON-COLLUSION

BIDDER NAME: Rogers Group Inc.
ADDRESS: 2512 Triana Blvd
CITY/STATE/ZIP: Huntsville, AL 35805

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Nick Scott, as Sales Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

2/7/2023
Date

Nick Scott
Signature of Authorized Representative

City of Madison, Alabama
Finance Department—Competitive Purchasing Division
INVITATION TO BID
#2023-001-ITB | CRUSHED STONE AND AGGREGATE BASE
Issued January 23, 2023

BIDDER PRICING SHEET

BIDDER NAME: Rogers Group Inc.
ADDRESS: 2512 Triana Blvd. SW
CITY/STATE/ZIP: Huntsville / AL / 35805

- The City of Madison and Madison Utilities reserve the right to order various quantities on an as-needed basis.
- The price per ton shall include all costs, including delivery charges.
- Bidders must submit a total price per ton picked up at the plant or delivered as per the pricing sheet.

Plant Locations:

Primary Location for Pick-Up: 26024 Newby Rd, Madison, AL 35756

Additional Locations for Pick-Up, if available: 149 Parks Chapel Road, Laceys Spring, AL 35754

9271 US-31, Tanner, AL 35671

		Price Per Ton	
		Delivered to:	
Description	Picked up at Plant	240 Palmer Road Madison, AL 35758 or 101 Ray Sanderson Dr. Madison, AL 35758	Job Site
Surge Pile <i>Tanner</i>	<i>16.05 NS</i>	<i>23.05</i>	<i>24.55 NS</i>
Dense Graded Base	<i>16.55</i>	<i>21.55</i>	<i>25.05</i>
1 1/2" Crushed Stone Base/Crusher Run	<i>16.05</i>	<i>21.05</i>	<i>24.55</i>
Dry Manufactured Sand	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
1/2" Crushed Stone Base/Crusher Run	<i>16.05</i>	<i>23.05</i>	<i>24.55</i>
Alabama Highway Department Number			
AHD #5	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
AHD #57	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
AHD #78	<i>23.55</i>	<i>30.55</i>	<i>32.05</i>
AHD #7/78	<i>23.55</i>	<i>30.55</i>	<i>32.05</i>
AHD #810	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
AHD #2	<i>19.55</i>	<i>24.55</i>	<i>28.05</i>
AHD #67 - Washed Stone	<i>21.05</i>	<i>26.05</i>	<i>29.55</i>
AHD #89	<i>24.55</i>	<i>29.55</i>	<i>33.05</i>
AHD, Class 1 Rip-rap	<i>23.55</i>	<i>28.55</i>	<i>32.05</i>
AHD, Class 2 Rip-rap	<i>24.55</i>	<i>33.55</i>	<i>33.05</i>
TOTALS:	<i>\$ 307.25 NS</i>	<i>\$ 394.25 NS</i>	<i>\$ 434.75 NS</i>

Combine all three totals for Base Bid Amount: \$ 1,136.25 NS

I, Nick Scott, as Sales Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

2/7/2023
Date

Nick Scott
Signature of Authorized Representative

I, Nick Scott made white-out changes prior to bid opening

Nick Scott
2/8/2023



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
02/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER C: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D: Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER E: Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Allied World National Assurance Company	10690	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Steadfast Insurance Company	26387	INSURER E: Starr Surplus Lines Insurance Company	13604	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER E: Starr Surplus Lines Insurance Company	13604														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W28045289**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	TB2-651-286972-032	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 3,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 3,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 5,000,000	
							PRODUCTS - COMP/OP AGG \$ 5,000,000	
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-651-286972-052	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	0305-4546	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 8,000,000	
	AGGREGATE \$ 8,000,000							
	\$							
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	Y	EW2-65N-286972-222	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
C	Workers Compensation Policy & Employers Liability		Y	WA7-65D-286972-012	04/01/2022	04/01/2023	SEE ATTACHED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Crushed Stone and Aggregate Base | #2023-001-ITB

Automobile: Hired Auto. Comp. Ded.: \$2,500 / Coll. Ded.: \$2,500

SEE ATTACHED

CERTIFICATE HOLDER

City of Madison Alabama, a municipal corporation
100 Hughes Road
Madison, AL 35758

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jessica Graham



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Madison AL Stone Bid on 02/08/2023.

The City of Madison, Alabama, and its officials, employees, agents and representatives and the Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives are included as Additional Insureds as respects to General Liability and Umbrella/Excess Liability where required by written contract.

City and its officers, agents, and employees are included as Additional Insureds as respects to Auto Liability where required by written contract.

Waiver of Subrogation applies in favor of City of Madison, Alabama, and its officials, employees, agents and representatives and Madison Water and Wastewater Board d/b/a Madison Utilities and their individual officers and its officials, employees, agents and representatives with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law, where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City or MU, where required by written contract.

Umbrella/Excess Follows Form

INSURER AFFORDING COVERAGE: Liberty Insurance Corporation

NAIC#: 42404

POLICY NUMBER: WA7-65D-286972-012 EFF DATE: 04/01/2022 EXP DATE: 04/01/2023

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease - Each Emp	\$1,000,000
Per Statute	EL Disease -Pol Limit	\$1,000,000

ADDITIONAL REMARKS:

WC \$1,000,000 Retention: EW2-65N-286972-222 (AL,AR,IN,KY,TN)

WC Large Ded \$1,000,000: WA7-65D-286972-012 (FL,MS,NC,SC,TX,VA,WV)

INSURER AFFORDING COVERAGE: Steadfast Insurance Company

NAIC#: 26387

POLICY NUMBER: SXS 4195990-00 EFF DATE: 04/01/2022 EXP DATE: 04/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence	\$2,000,000
	Aggregate	\$2,000,000
	Excess of	\$2,000,000

ADDITIONAL REMARKS:

Policy SXS 4195990-00 sits excess of policy AS2-651-286972-052.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Surplus Lines Insurance Company NAIC#: 13604
 POLICY NUMBER: 22SSLIOAN305071 EFF DATE: 04/01/2022 EXP DATE: 04/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
All Risk Property	Property:	\$25,000,000
	Leased/Rented Equip:	ACV

ADDITIONAL REMARKS:

All Risk Property/Equipment Additional Information: Effective 04/01/2022-04/01/2023 - The Primary \$25M limit consists of:

Ascot Specialty Insurance Company policy # IMMA2210000340-03; Starr Surplus Lines Insurance Company policy # 22SSLIOAN305071; Lloyd's policy # B080112773U22; Houston Specialty Ins. Co. policy # MNG-HS-IM-0000016-00; Landmark American Insurance Company policy # LHT923386; Ascot Insurance Company policy # IMMA2210001324-01

Certificate holder is included as Liability Additional Insured and Property/All-Risk Loss Payee, where required by written contract.

		Price Per Ton	
		Delivered to:	
		240 Palmer Road Madison, AL 35758 or 101 Ray Sanderson Dr. Madison, AL 35758	
Description	Picked up at Plant		Job Site
Surge Pile <i>Tanner</i>	<i>16.05 NS</i>	<i>23.05</i>	<i>24.55 NS</i>
Dense Graded Base	<i>16.55</i>	<i>21.55</i>	<i>25.05</i>
1 1/2" Crushed Stone Base/Crusher Run	<i>16.05</i>	<i>21.05</i>	<i>24.55</i>
Dry Manufactured Sand	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
1/2" Crushed Stone Base/Crusher Run	<i>16.05</i>	<i>23.05</i>	<i>24.55</i>
Alabama Highway Department Number			
AHD #5	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
AHD #57	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
AHD #78	<i>23.55</i>	<i>30.55</i>	<i>32.05</i>
AHD #7/78	<i>23.55</i>	<i>30.55</i>	<i>32.05</i>
AHD #810	<i>20.55</i>	<i>25.55</i>	<i>29.05</i>
AHD #2	<i>19.55</i>	<i>24.55</i>	<i>28.05</i>
AHD #67 - Washed Stone	<i>21.05</i>	<i>26.05</i>	<i>29.55</i>
AHD #89	<i>24.55</i>	<i>29.55</i>	<i>33.05</i>
AHD, Class 1 Rip-rap	<i>23.55</i>	<i>28.55</i>	<i>32.05</i>
AHD, Class 2 Rip-rap	<i>24.55</i>	<i>33.55</i>	<i>33.05</i>
TOTALS:	<i>\$ 307.25 NS</i>	<i>\$ 394.25 NS</i>	<i>\$ 434.75 NS</i>

Combine all three totals for Base Bid Amount: \$ 1,136.25 NS

I, Nick Scott, as Sales Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

2/7/2023

Date

Nick Scott
Signature of Authorized Representative

I, Nick Scott made white-out changes prior to bid opening

Nick Scott
2/8/2023



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
02/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER C: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D: Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER E: Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Allied World National Assurance Company	10690	INSURER C: Liberty Insurance Corporation	42404	INSURER D: Steadfast Insurance Company	26387	INSURER E: Starr Surplus Lines Insurance Company	13604	INSURER F:	
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INSURER E: Starr Surplus Lines Insurance Company	13604														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W28045289**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-651-286972-032	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-651-286972-052	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	0305-4546	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	EW2-65N-286972-222	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation Policy & Employers Liability		Y	WA7-65D-286972-012	04/01/2022	04/01/2023	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Crushed Stone and Aggregate Base | #2023-001-ITB

Automobile: Hired Auto. Comp. Ded.: \$2,500 / Coll. Ded.: \$2,500

SEE ATTACHED

CERTIFICATE HOLDER

City of Madison Alabama, a municipal corporation 100 Hughes Road Madison, AL 35758
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Jessica Graham</i>

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

City of Madison AL Stone Bid on 02/08/2023.

The City of Madison, Alabama, and its officials, employees, agents and representatives and the Madison Water and Wastewater Board d/b/a Madison Utilities and its officials, employees, agents and representatives are included as Additional Insureds as respects to General Liability and Umbrella/Excess Liability where required by written contract.

City and its officers, agents, and employees are included as Additional Insureds as respects to Auto Liability where required by written contract.

Waiver of Subrogation applies in favor of City of Madison, Alabama, and its officials, employees, agents and representatives and Madison Water and Wastewater Board d/b/a Madison Utilities and their individual officers and its officials, employees, agents and representatives with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law, where required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by City or MU, where required by written contract.

Umbrella/Excess Follows Form

INSURER AFFORDING COVERAGE: Liberty Insurance Corporation

NAIC#: 42404

POLICY NUMBER: WA7-65D-286972-012 **EFF DATE:** 04/01/2022 **EXP DATE:** 04/01/2023

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease - Each Emp	\$1,000,000
Per Statute	EL Disease -Pol Limit	\$1,000,000

ADDITIONAL REMARKS:

WC \$1,000,000 Retention: EW2-65N-286972-222 (AL,AR,IN,KY,TN)

WC Large Ded \$1,000,000: WA7-65D-286972-012 (FL,MS,NC,SC,TX,VA,WV)

INSURER AFFORDING COVERAGE: Steadfast Insurance Company

NAIC#: 26387

POLICY NUMBER: SXS 4195990-00 **EFF DATE:** 04/01/2022 **EXP DATE:** 04/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence	\$2,000,000
	Aggregate	\$2,000,000
	Excess of	\$2,000,000

ADDITIONAL REMARKS:

Policy SXS 4195990-00 sits excess of policy AS2-651-286972-052.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Surplus Lines Insurance Company

NAIC#: 13604

POLICY NUMBER: 22SSLIOAN305071

EFF DATE: 04/01/2022

EXP DATE: 04/01/2023

TYPE OF INSURANCE:

All Risk Property

LIMIT DESCRIPTION:

Property:

Leased/Rented Equip:

LIMIT AMOUNT:

\$25,000,000

ACV

ADDITIONAL REMARKS:

All Risk Property/Equipment Additional Information: Effective 04/01/2022-04/01/2023 - The Primary \$25M limit consists of:

Ascot Specialty Insurance Company policy # IMMA2210000340-03; Starr Surplus Lines Insurance Company policy # 22SSLIOAN305071; Lloyd's policy # B080112773U22; Houston Specialty Ins. Co. policy # MNG-HS-IM-0000016-00; Landmark American Insurance Company policy # LHT923386; Ascot Insurance Company policy # IMMA2210001324-01

Certificate holder is included as Liability Additional Insured and Property/All-Risk Loss Payee, where required by written contract.